

## **SAFETY REQUIREMENTS STATEMENT**

This statement of safety requirements is directed to persons or firms that have been engaged to perform services for Wolfspeed, Inc. (“Wolfspeed”) on property owned or leased by Wolfspeed or on property of a third party for Wolfspeed’s benefit. As used below, “Supplier” refers to the person or firm that has contracted with Wolfspeed to provide such services and is inclusive of its agents, employees, and sub-contractors (if any) and “Wolfspeed site” refers to the Wolfspeed or third-party property or properties on which such services are performed. For purposes of this Statement, “Supplier” shall refer to the company registered within Avetta completing this compliance form.

The safety requirements set forth below do not replace or supersede the provisions of any agreement between Wolfspeed and the Supplier. In addition, in performing services for Wolfspeed, the Supplier is obligated to comply with all applicable laws and regulations (including but not limited to applicable OSHA regulations and environmental laws and regulations) and is responsible for ensuring that its agents, employees and sub-contractors, if any, also comply with all such laws and regulations.

Supplier acknowledges and agrees as follows:

1. Personnel working at a Wolfspeed site may be exposed to various physical and chemical hazards as a result of their work activities. These include, for example, high voltage electricity; slip, trip, and fall hazards; and hazardous chemicals in liquid, gaseous or solid form. Supplier acknowledges that Supplier is responsible for ensuring that its agents, employees and sub-contractors, if any, work safely, are made aware of all hazards involved in the work, have received adequate safety training, follow prescribed work procedures, and wear and use personal protective equipment properly.
2. All work performed by Supplier for Wolfspeed is to be performed in full compliance with all applicable OSHA requirements (or applicable regulatory requirements if outside of the US), whether established by federal regulations or the federal or state Departments of Labor, including but not limited to requirements involving ladder safety, scaffolding and fall protection, use of personal protective equipment, hot work, demolition work, confined space entry, opening process equipment or piping and lockout/tagout procedures. In addition, Supplier will ensure that all Supplier employees and sub-contractors working at a Wolfspeed site:
  - Follow precautions and safety procedures appropriate in the work area or for the specific type of work.
  - Follow all notices of work practices that are posted in the work areas.
  - Will maintain work areas as clean and uncluttered as possible and remove all trash periodically and at the end of each work period.
  - Will immediately report any unsafe condition which comes to his/her attention to their manager.
  - Do not block any emergency exits, fire extinguishers, electrical panels or eyewash/safety showers.

- Wear hardhat, safety glasses, and safety shoes while working in a designated construction area.
  - Wear safety glasses designed per ANSI Z87.1 as required in nearly all active Wolfspeed production areas. Because contracted work (i.e., renovations and construction) typically requires protective eyewear be worn, this requirement may apply to suppliers in all areas at the Wolfspeed site.
  - Use hearing protection in designated areas where required or in operations where sound levels exceed OSHA limits.
  - Properly store, move and secure all hazardous materials, including gas cylinders and incompatible chemicals that require separated storage.
  - Do not smoke within 50 feet of the Wolfspeed site, except in designated smoking areas.
  - Follow all posted hazard warning, caution and danger signs and tape.
  - Use only those sanitary facilities provided by Supplier.
  - Only use power tools and extension cords in good condition and that are at a minimum, double insulated and properly grounded.
  - Use Ground Fault Circuit Interrupters (GFCIs) with power tools anytime the work area could present a shock hazard (i.e., wet conditions, construction, etc.).
  - Only use ladders and lifts that have been inspected and found to be in good condition and are appropriate for the work to be performed.
  - Use respirators or similar respiratory protection, as needed, which are appropriate to the work to be performed.
  - Properly shore or grade any excavations and provide oversight by a competent person in accordance with OSHA standards.
  - Coordinate with appropriate Wolfspeed sponsor when working on or adjacent to highly hazardous chemical processes covered under Process Safety Management (PSM) regulations – that is, ammonia or hydrogen. **Note: only approved Suppliers can perform work on or adjacent to these processes.**
  - Note the presence of evacuation warning lights, horns, and sirens in their work environment and take appropriate actions in case of activation of one of these indicators.
  - Follow posted and verbal evacuation procedures or instructions given in the event of activation of an emergency warning noted above or any other emergency condition.
  - Follow all applicable semiconductor-specific safety standards (i.e., Semi, Sematech, ANSI, etc.) when working on process equipment and process support equipment.
  - Conform to all specific requirements set forth in Wolfspeed’s Supplier EHS & Security Handbook.
  - Are over the age of eighteen (18) years old at the time work is to be performed at the Wolfspeed site.
3. Emergency medical care in the event of accidental exposures to hazardous materials or on-the-job injuries is the sole responsibility of the Supplier. Supplier will forward copies of all work-related incident reports to Wolfspeed’s Environment, Health & Safety (“EH&S”) Department as promptly as



practicable and in any event within twelve (12) hours after the incident. Supplier is responsible for providing emergency medical supplies for its agents, employees and sub-contractors, if any. Upon request in the event of an emergency, Wolfspeed will provide available emergency medical supplies and/or assistance to Supplier's agents, employees and sub-contractors seriously injured or otherwise requiring immediate medical attention while working on the Wolfspeed site; provided, however, that Supplier agrees to indemnify and hold Wolfspeed harmless for any and all claims arising out of Wolfspeed's actions or omissions (other than for Wolfspeed's gross negligence or willful misconduct) in connection with providing such assistance. Further, Supplier agrees to reimburse Wolfspeed upon request for the reasonable cost of any medical supplies and assistance provided to Suppliers' agents, employees or sub-contractors.

4. Supplier will ensure that it has available all safety data sheets required for all hazardous materials or substances brought onto the Wolfspeed site for use in the performance of the Supplier's work for Wolfspeed.
5. Supplier will not bring any hazardous substances onto the Wolfspeed site unless such substances are required to perform the Supplier's work for Wolfspeed. If requested, Supplier will provide a list of hazardous substances for review and approval by Wolfspeed's EH&S Department, identifying all hazardous substances (if any) that Supplier intends to bring onto the Wolfspeed site, and the methods by which such substances are to be disposed. Supplier will not dispose of any hazardous substances used in the performance of its work for Wolfspeed by sewer, storm water drain, garbage dumpster, burning or any other disposal method, other than if approved in writing by Wolfspeed's EH&S Department. Supplier will in all events ensure that hazardous substances are handled, removed, transported, recycled, reused and/or disposed of in full compliance with the Supplier Hazardous Substance Disposal Requirements, when applicable and incorporated herein by reference, which includes compliance with all applicable environmental laws and regulations.
6. Supplier will immediately report any unsafe condition which comes to its attention to Wolfspeed's EH&S Department, including any condition not caused by Supplier but which its agents, employees or sub-contractors merely observe.
7. Supplier will ensure that its agents, employees and sub-contractors are aware of the requirements set forth in this statement and that they comply with these requirements. Periodically the Supplier may be audited by the Wolfspeed EH&S Department or authorized representative to assure that the Supplier's safety performance and programs are in compliance with the applicable requirements, including but not limited to training related to safe work practices, the safety rules of the Wolfspeed site, instruction in the known potential fire, explosion, or chemical hazards related to Supplier work on the Wolfspeed site, and instruction on the applicable provisions for emergency evacuation while Supplier is on the Wolfspeed site. Supplier shall document that each of its agents, contract employees, and sub-contractors has received and understood the training related to this provision



and shall prepare a record containing the identity of the contract employee, the date of training, and the means used to verify that the employee understood the training.

8. Wolfspeed will inform the Supplier of the chemical hazards that may exist on the Wolfspeed site where the Supplier will be performing work. As needed for PSM covered processes, Wolfspeed will make available information related to the known potential fire, explosion, or chemical exposure and release hazards related to these processes, and how to evacuate safely in the event of an emergency. In the event of an evacuation of a work area, the Supplier is responsible for accounting for its agents, employees and sub-contractors, if any, and reporting any missing individuals as soon as possible to emergency personnel. Wolfspeed specific PSM Training will be provided to your employees, as applicable, and automatically assigned within the Worker Management platform for those sites where this is applicable.
9. Supplier shall maintain all necessary insurance coverage, including public liability and workers' compensation insurance, with limits that are appropriate for the nature of its business (or in such amounts as contractually agreed with Wolfspeed, as applicable). Supplier shall indemnify, save harmless and defend Wolfspeed from any and all claims or liabilities arising out of its failure to maintain such insurance.
10. Supplier acknowledges that it has been given an opportunity to ask questions about Wolfspeed's Hazard Communication Standard and to have those questions answered. Any such questions shall be directed to your Wolfspeed sponsor or Wolfspeed EHS team.
11. Supplier acknowledges that it has been given the opportunity to ask questions about Wolfspeed's Emergency Action Plan (Integrated Contingency Plan) and to have those questions answered. Any such questions shall be directed to your Wolfspeed sponsor or Wolfspeed EHS team.

#### **HAZARDOUS SUBSTANCE DISPOSAL REQUIREMENTS STATEMENT**

This statement is directed to persons or firms that have been or are being engaged to perform services ("Services") for Wolfspeed, Inc. or one of its subsidiaries ("Wolfspeed") under a service agreement, purchase order, or other contractual arrangement (the "Agreement") on property owned or leased by Wolfspeed or on property of a third party for Wolfspeed's benefit and such, Services may require the handling, removal, transport, recycling, reuse, and /or disposal of Hazardous Substances ("HazMat Work"). The requirements provided herein are intended to supplement, and shall not replace or supersede, the provisions of the Agreement between Wolfspeed and the Supplier; provided that in the event of conflict between the provisions herein and the Agreement, the provisions herein shall control. As used below, "Supplier" refers to the person or firm that has contracted with Wolfspeed to provide such Services and is inclusive of its agents, employees, and sub-contractors (if any), and "Wolfspeed site" refers to the Wolfspeed or third-party property or properties on which such Services are performed. For purposes of this Statement, "Supplier" shall refer to the company registered within Avetta completing this compliance form.

In the event the performance of Services under the Agreement includes HazMat Work at a Wolfspeed site, the Supplier shall be obligated to comply with all applicable laws, ordinances, orders, and regulations related thereto and is responsible for ensuring that its agents, employees, and sub-contractors, if any, also comply with all such laws, ordinances, orders, and regulations.

Supplier acknowledges and agrees as follows:

1. As used in this statement, the term “Hazardous Substances” shall refer to any hazardous or toxic substances, materials, or wastes including, but not limited to, those substances, materials, and wastes: (i) listed in the U.S. Department of Transportation Hazardous materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR § 302) including amendments thereto; (ii) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act, 33 USC §§ 1251, *et seq.* (33 USC § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (iii) defined as “hazardous wastes” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 USC §§ 6901, *et seq.* (42 USC § 6903); or (iv) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC §§ 9601, *et seq.* or any other substances (including, without limitation, asbestos and raw materials which include hazardous constituents), the general discharge, use, or removal of which is restricted, prohibited, or penalized by any federal, state, or local law, regulation order, or ordinance relating to pollution or protection of the environment (collectively, “Environmental Laws”).
2. All taxes, levies, and assessment imposed or enforced by any governmental agency incurred by Supplier in connection with the HazMat Work will be the responsibility of Supplier. Wolfspeed is not obligated to pay or separately reimburse Supplier for any expenses, fees, or other costs incurred by Supplier that are not expressly authorized by Wolfspeed pursuant to the Agreement.
3. Supplier warrants, represents, and covenants that: (i) Supplier has and will have throughout the term of the Agreement between the parties: (a) all permits, licenses, or other regulatory approval, and (b) filed all reports and made all notifications required by any federal, state, or local governmental authority to perform such HazMat Work; and (ii) Supplier will comply throughout the term of the Agreement (including all extensions or renewals) with all Environmental laws in effect and applicable at the time such HazMat Work is performed. Supplier shall furnish to Wolfspeed, upon request, copies of all such permits, licenses, and approvals.
4. Supplier warrants that:
  - It understands the currently known hazards which are presented to persons, property, and the environment in connection with the HazMat Work;
  - It will perform or ensure that all such work is performed in a safe, efficient, lawful, and workmanlike manner in accordance with the customary industry standards of care, skill, and diligence in the state where the work site is located;
  - All capacity to service the Hazardous Substances will be contracted for prior to the time Services are commenced;
  - Containers, if any, supplied by Supplier shall be in conformity with any and all applicable DOT, EPA, and OSHA regulations and the provisions of all other applicable federal, state, and local laws, rules, regulations, and orders; and

- Supplier has the capability, expertise, experience, available personnel, and means required to perform the HazMat Work contemplated in the Agreement.
5. In addition to the foregoing, Supplier agrees to abide by the following in its performance of Services:
- Waste Handling:
    - Nothing may be dumped down a stormwater drain. Notable exclusions: water line and hydrant flushing.
    - Nothing may be discharged to wastewater without prior approval from EHS. Submit requests to your sponsor.
    - If you are disposing of any chemically contaminated materials or equipment (i.e. demolition), ensure it is either
      - Placed in a covered dumpster, or
      - Placed in a water-tight container or bag, before placement in a dumpster.
    - Waste collection containers, other than typical construction debris boxes, should be properly labeled with the Supplier company name as the generator name and the contents of waste. Contact Wolfspeed's Environmental Department for guidance.
    - Waste generated and collected during construction, other than standard construction debris, will be managed by Wolfspeed. This includes, but is not limited to, used oils, oil and fuel spill clean-up, oily rags, and batteries.
    - Whenever feasible, separate construction and debris (C&D) waste into mixed metals, wood, cardboard, and any other recyclable plastic waste stream, where possible.
  - Concrete work:
    - Clean up all concrete dust/cutting slurry off outdoor surfaces prior to project completion. These solids are not permitted to go into any drain.
    - Concrete washout may only be conducted in the designated area. Notify Wolfspeed Facilities or EHS departments if you observe leaks, issues, or misuse of the washout area.
  - Petroleum use in equipment/vehicles:
    - Immediately report any fluid leaks from vehicles or equipment. Prevent leaks from entering any drain whenever possible.
    - When dispensing petroleum products, utilize drip pans and containment where practicable.
6. Supplier shall defend, indemnify, and hold Wolfspeed and its subsidiaries, and their respective officers, directors, and employees, harmless from all liability, claims, suits, losses, fines, forfeitures, penalties, damages, demands, costs, actions, or causes of action, including reasonable attorneys' and expert's fees and expenses, which Wolfspeed may hereafter incur, become responsible for or pay as a result of: (i) death or bodily injury to any person (including employees, agents, or suppliers of Supplier); (ii) destruction or damage to property; (iii) contamination of or adverse effects on the environment; or (iv) any violation or alleged violation of the Environmental Laws (collectively, "Injury"), which Injury is caused by or results from any breach of Supplier's obligations hereunder; but only to the extent caused by the negligent acts or omissions of Supplier, its employees, sub-contractors or agents, or any other person directly or indirectly employed by Supplier in connection with the HazMat Work. Notwithstanding the foregoing, at Supplier's sole expense, Wolfspeed may perform all clean-up activities associated with any contamination of or adverse effects on the environment sustained at a Wolfspeed site caused by or resulting from Supplier's breach of its obligations hereunder or the negligent or willful acts or omissions of Supplier, its employees, sub-

contractors or agents or any other person directly or indirectly employed by Supplier in connection with the HazMat Work.

Supplier acknowledges that it has been given an opportunity to ask questions about these requirements and to have those questions answered. Any such questions shall be directed to your Wolfspeed sponsor or Wolfspeed EHS team.

The individual executing this Statement electronically represents and warrants to Wolfspeed, Inc. that he/she is an Authorized Representative of Supplier. If the Statement is submitted electronically, the Authorized Representative adopts as his/her electronic signature the personal identifying information provided by the Authorized Representative in connection with the submission, and upon submission, this Statement shall be binding on Supplier and its successors and permitted assigns (or in the case of an individual, his/her heirs and personal representatives). Electronic signatures will have the same force and effect as handwritten signatures.

By signing this Statement, the Supplier Authorized Representative acknowledges and agrees that the Supplier will comply with the **Safety Requirements Statement** and **Hazardous Substance Disposal Statement**.

In addition to execution by an authorized representative of Supplier, the Statements should be printed, emailed, or this link provided (found at [www.Wolfspeed.com/about/suppliers-suppliers/supplier-info](http://www.Wolfspeed.com/about/suppliers-suppliers/supplier-info) under Security Clearance & Helpful Links) and made available to the Supplier's manager or other employee responsible for directing the work at the Wolfspeed site.

